



# FEMA

## **National Business Emergency Operations Center Membership Agreement**

The National Business Emergency Operations Center (NBEOC) serves as the Federal Emergency Management Agency's clearinghouse for information sharing between public and private sector stakeholders regarding emergency management matters in support of Emergency Support Function (ESF) #15 of the National Response Framework (NRF). The Federal Emergency Management Agency (FEMA) is committed to a discrimination-free public- and private-sector disaster coordination process and expects private stakeholders to comply with federal laws that prohibit discrimination on the basis of race, color, religion, sex, national origin, sexual orientation, or disability by recipients of federal funds. On behalf of myself and/or the company/organization/association/entity named below (hereinafter "Entity"), I hereby acknowledge and agree to the following terms and conditions for participation as a virtual member of the NBEOC. I understand that violation of any the following terms and conditions will result in the immediate termination of Entity's participation in the NBEOC.

- Entity acknowledges that participation in the NBEOC does not constitute an endorsement by FEMA, the Department of Homeland Security (DHS), or the U.S. Government of Entity's business, products, or services. Entity agrees to not make reference to its participation in the NBEOC for any commercial, advertising, or marketing purpose. Entity further agrees that it will not represent to the public, either explicitly or implicitly, that its activities, products, or services are sanctioned or endorsed by FEMA, DHS, or the U.S. Government due to its participation in the NBEOC.
- Entity acknowledges and agrees that its participation in the NBEOC does not create a business relationship with FEMA, DHS, or the U.S. Government. Nothing in this agreement creates an agency, partnership, or joint venture between Entity and FEMA, DHS, or the U.S. Government.
- Entity acknowledges and agrees that it is not authorized to use the DHS/FEMA seal in any manner without prior written approval from DHS. Use of the seal is controlled by the DHS Office of Public Affairs through DHS Management Directive No. 0030. Written Permission is required to use the DHS/FEMA seal.
- Entity acknowledges that participation in the NBEOC is conditioned on the understanding that any association arising as a result of Entity's participation will not offend the integrity or propriety of FEMA, DHS, or the U.S. Government. FEMA will exercise its sole discretion in making this determination and may consider factors such as significant criminal or civil investigations, fines, or adjudications of guilt.
- Entity certifies that its business is accessible to the general public with no restrictions, e.g., age restrictions, to enter.
- Entity acknowledges that it has not been proposed for debarment or suspension under federal procurement or nonprocurement rules and that it does not appear on the List of Parties Excluded at <https://www.epls.gov/>.

- Entity acknowledges that FEMA will make a good faith effort to provide all appropriate safeguards to ensure that any information provided by Entity is not distributed, disclosed or used for anything other than specified homeland security and emergency response needs. Entity understands that any information provided to the NBEOC may be subject to public release under the Freedom of Information Act (FOIA), 5 U.S.C. § 552a. Entity agrees that it will not provide the NBEOC with any information it considers to be proprietary, sensitive, or confidential.
- Entity acknowledges that certain government information may not be disclosed or distributed through the NBEOC. This information includes but is not limited to sensitive procurement information (such as source selection information), classified information, controlled unclassified information, pre-decisional or privileged information, and information otherwise protected from release by law, regulation, or policy. Additionally, no information collected, maintained, or distributed by the NBEOC may contain proprietary business information or personally identifiable information (except for a roster of members collected under DHS/ALL-002 Department of Homeland Security Mailing and Other Lists System (November 25, 2008, 73 FR 71659)). To the extent FEMA needs information regarding the availability of commodities that would only be provided under contract, the requirement will be turned over to FEMA's Office of the Chief Procurement Officer. The NBEOC will not be used to provide a competitive advantage to any entity.
- Entity acknowledges that its participation in the NBEOC is voluntary and agrees to waive any claim for compensation. Entity further agrees that it will bear its own costs associated with participation in the NBEOC.
- Entity acknowledges that its participation in the NBEOC may be terminated by FEMA at any time for any reason.
- Entity acknowledges that FEMA, DHS, and/or the U.S. Government will not grant immunity or protection from the law relating to possible criminal and administrative violations as a result of participation in the NBEOC.
- Nothing in this agreement is intended to conflict with current law or regulation. If a term of this agreement is inconsistent with such authority, then the term is declared to be invalid, but the remaining terms and conditions are to remain in full force and effect.
- This agreement is an internal arrangement between FEMA and Entity and does not create or confer any right or benefit on any other person or party, private or public.

Entity Name: \_\_\_\_\_

The NBEOC Point of Contact for Entity  
is: \_\_\_\_\_

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*

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*Telephone Number*

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*E-mail*

I, the undersigned, agree on behalf of Entity to the above terms and conditions for participation as a virtual member in the NBEOC.

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*Signature*

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*Printed Name*